



*Every Act Creates a
Ripple*

PSYCHOLOGIST-PATIENT SERVICE AGREEMENT

Welcome to my practice. This document (the Agreement) contains important information about my Professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. My practice is in general accordance with HIPAA policies. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session.

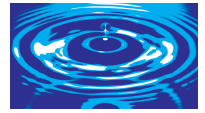
Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. I can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES

Psychological services involve a professional relationship between people that works in part because of the clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to create change. These services can include assessment, formal evaluation and/or psychotherapy. As a patient receiving a formal evaluation and/or in psychotherapy, you have certain rights and responsibilities that are important for you to know about. There are also legal limitations to those rights that you should be aware of. I, as a licensed clinical psychologist, have corresponding responsibilities to you. These respective rights are described in the following section.

The first session (or sessions) will involve a comprehensive assessment of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work may include. At that point, if it is decided that you desire a formal psychological evaluation, I will discuss the process and procedures with you. If psychotherapy is mutually decided upon, I will discuss your treatment goals and create a personalized, initial treatment plan. You should evaluate this information as well as your own assessment about whether you feel comfortable working with me.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness. Psychotherapy often requires discussing unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress, and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things that I discuss outside of sessions.



APPOINTMENTS

I normally conduct an initial consultation that will last from 1 to 2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45-minute session (one appointment hour of 45 minutes' duration) per week (or less frequently) at a time I agree on, although some sessions may be longer or more frequent. The time scheduled for your appointment is typically assigned to you and you alone. If you need to cancel or reschedule a session, it is required that you provide more than 24 hours' notice. If you miss a session without canceling, or cancel with less than 24 hours notice, you will be charged an \$100 missed appointment fee. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. In addition, you are responsible for coming to your session on time and at the time scheduled. If you are late, your appointment will still need to end on time.

PROFESSIONAL FEES

The standard fee for sessions, which generally last for 45- 50 minutes, is \$250. As noted below, if I am accepting payment from your insurance company, you are responsible for the co-pay and/or deductible amount as agreed upon with your insurance carrier. I ask that you come to each session prepared for payment, and cash, check, or credit cards are acceptable forms of payment. You are responsible for paying for your session on a weekly basis unless prior arrangements have been made. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency in order to secure payment.

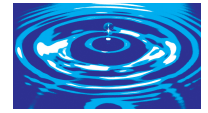
In addition to weekly appointments, it is my practice to charge this amount on a prorated basis for other professional services that you may require such as report writing, telephone conversations that last 10 minutes or more, attendance at meetings or consultations with other professionals which you have requested, or the time required to perform any other service which you may request of me. If you become involved in a legal matter that requires my participation (although it is recommended that I discuss this fully before you waive your right to confidentiality), you will be expected to pay for the professional time required even if I am compelled to testify by another party.

INSURANCE

I accept payment directly from a few insurance companies and in those cases, I will be responsible for submitting claims and other treatment requests directly to the insurance companies. If I am not a provider on your insurance plan, my services are typically reimbursable and I will provide you with a monthly statement that you may submit to your insurance to obtain out-of-network reimbursement. Insurance companies sometimes require a formal diagnosis with their claims. Diagnoses are technical terms that describe the nature of your problems and whether they are short-term or long-term problems. All diagnoses come from a book entitled the ICD-10.

PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. Although psychotherapy often includes discussions of sensitive and private information, normally very brief records are kept noting that you have been here, what was done in session, and a general mention of the topics discussed. You have the right to a copy of your file at any time. You have the right to request that a copy of your file be made available to any other health care provider at your written request. Your records are maintained in a secure location in the office.



CONFIDENTIALITY

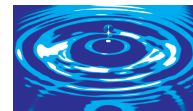
The confidentiality of all communications between a patient and a psychologist is generally protected by law and I, as your therapist, cannot and will not tell anyone else what you have discussed or even that you are in therapy without your written permission. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. With the exception of certain specific situations described below, you have the right to confidentiality of your therapy. You, on the other hand, may request that information is shared with whomever you choose and you may revoke that permission in writing at any time.

There are, however, several exceptions in which I am legally bound to take action even though that requires revealing some information about a patient's treatment. If at all possible, I will make every attempt to inform you when these will have to be put into effect. The legal exceptions to confidentiality include, but are not limited, to the following:

1. If there is good reason to believe you are threatening serious bodily harm to yourself or others. If I believe a patient is threatening serious bodily harm to another, I may be required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If a patient threatens harm to him/herself or another, I may be required to seek hospitalization for the patient, or to contact family members or others who can provide protection.
2. If there is good reason to suspect, or evidence of, abuse and/or neglect toward children, the elderly or disabled persons. In such a situation, I am required by law to file a report with the appropriate state agency.
3. In response to a court order or where otherwise required by law.
4. To the extent necessary, to make a claim on a delinquent account via a collection agency.
5. To the extent necessary for emergency medical care to be rendered.
6. Finally, there are times when I find it beneficial to consult with colleagues as part of my practice for mutual professional consultation. Your name and unique identifying characteristics will not be disclosed. The consultant is also legally bound to keep the information confidential.

CONTACTING ME

I am often not immediately available by telephone. While I am usually in the office during normal business hours, I do not answer the phone when I am with a patient. If you need to reach me between sessions, or in an emergency, you have the right to a timely response. You may leave a message on my confidential voicemail at any time and your call will be returned as soon as possible or by the next business day under normal circumstances. After business hours Monday through Friday, I check my voicemail for messages for the last time at 8:00 PM. On weekends, I typically check for messages midday and at 8:00 PM for the last time. I will only return a call on a weekend or after 8:00 PM if the matter is urgent and cannot wait until the next business morning. If you require an immediate response and it is before 8:00 PM, please be sure to say so and leave a phone number where you can be reached and I will make every attempt to get in touch with you as soon as possible. But, for any number of unseen reasons, if you do not hear from me or I am unable to reach you, it remains your responsibility to take care of yourself until such time as I can talk. If you feel unable to keep yourself safe, go to your nearest emergency room and ask to speak to the psychiatrist or psychologist on call. I will make every attempt to inform you in advance of any planned absences, and provide you with a name and phone number of the therapist covering the practice.



I do accept e-mail and/or text messaging for the exclusive purposes of notification regarding appointment times and/or appointment requests. Neither method of communication is considered private, so I will not enter into any patient-therapist communication via e-mail and/or text messaging.

OTHER RIGHTS

If you are unhappy with what is happening in therapy, I hope you'll talk with me so that I can respond to your concerns. Such criticism will be taken seriously and with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe, and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspect of the therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with patients or with former patients.

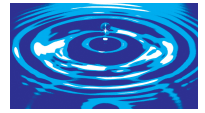
CONSENT TO ASSESSMENT, PSYCHOLOGICAL EVALUATION and/or PSYCHOTHERAPY

Your signature below indicates that you have read this Agreement and agree to its terms. It also serves as an acknowledgment that you have received the HIPAA Notice Form described above.

Patient Name (Print)

Patient Signature

Date



Notice of Privacy Practices – Full Version (NPP)

Privacy is a very important concern. It is also complicated because of the many federal and state laws that apply. For example, I am required to provide this lengthy notice and to secure your written consent to it. Because the rules are so complicated, some parts of this NPP form are very detailed. If you have any questions, I, as “privacy officer,” will be happy to help you understand the procedures and your rights.

Contents of this NPP;

- A. Introduction;
- B. What I mean by your medical information
- C. Privacy and the laws about privacy
- D. How your protected health information can be used and shared a. Uses and disclosures with your consent i. The basic uses and disclosures – For treatment, payment, and health care operations (TPO) ii. Other uses and disclosures in health care b. Other uses and disclosures that require your authorization c. Uses and disclosures that don’t require your consent or authorization d. Uses and disclosures where you have an opportunity to object e. An accounting of disclosures I have made E. If you have questions or problems

Introduction

This NPP (Notice of Privacy Practices) will tell you how I handle your medical information. It tells how I use this information in this office, how I share it with other professionals and organizations, and how you can see it. This form lists both some common and some very rare uses of health information as applied to a psychotherapy practice. Because the laws of the state and the federal government are very complicated, and despite the level of detail of this form, there are still small parts of the law that are not represented here. You can request more information from the Privacy Officer.

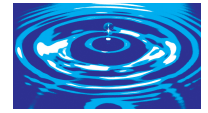
What I mean by your medical information: each time you visit the office of any healthcare provider, information is collected about you and your physical and mental health. It may be information about your past, present or projected future health or conditions, or the tests or treatment that you have received or will receive, or about payment for healthcare. Such information is called, in the law, PHI, which stands for “protected health information.” This information is kept in a medical record.

In this office, your PHI may include these kinds of information:

- Your history, as a child, in school or work, marriage or personal history.
- Reasons you came for treatment, including stated problems, complaints, symptoms, or needs.
- Diagnoses, which are medical terms for problems or symptoms.
- A treatment plan, including services that I think will be helpful for you.
- Progress notes, which are required notations about how you are doing, what I notice, and what you say.
- Records I receive from others who treated or evaluated you.
- Psychological test scores, school records, and other reports.
- Information about medications you took or are taking. Legal matters.
- Billing and insurance information. This list is just to give you an idea of anticipated information, but there may be other kinds of information that also go into your healthcare record.

The purpose of collecting and keeping such information includes using it:

- To plan your care and treatment.
- To decide how well our treatment is working for you.
- To talk with other healthcare professionals who are also treating you such as your family doctor or the professional who referred you to us.
- To show that you actually received the services from us that I billed to you or to your health insurance company.



- For teaching and training other healthcare professionals.
- For medical or psychological research.
- For publishing case studies for educational purposes.
- For public health officials trying to improve health care in this area of the country.
- To improve the way I do our job by measuring the results of our work.

When you understand what is in your record and what it is used for you, can make more informed decisions about who, when, and why others should have this information.

Although your health record itself is the physical property of the healthcare practitioner or facility that collected it, the information that is in it belongs to you. You can read it, and if you want a copy I can make one for you, but I may charge you for the costs of copying and mailing, if you want it mailed to you. In some very rare instances you cannot see all of what is in your records. For example, if a psychotherapist believes that an element of the record could be emotionally damaging for a patient to read, the record might be shared only with a professional who will interpret the record for the patient. If you find anything in your records that you think is incorrect or believe that something important is missing, you can ask us to amend your record, although in some rare situations I might not agree to do that. The Privacy Officer can explain more about this, at your request.

Privacy and the laws I am also required to tell you about privacy because of the privacy regulations of a federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The HIPAA law requires us to keep your PHI private and to make this notice available to you to inform you of our legal duties and our privacy practices, which is called the Notice of Privacy Practices (NPP). I will obey the rules of this notice as long as it is in effect, but if I change it then the rules of the new NPP will apply to the entire PHI I keep. You or anyone else can also get a copy from our Privacy Officer at any time.

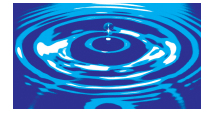
When an individual inside this office reads your information, this is called, in the law, “use.” If the information is shared with or sent to others outside the office, that is called, in the law, “disclosure.” Except in some special circumstances, when I use your PHI here or disclose it to others, I share only the minimum PHI needed for the purpose it is being used. The law gives you rights to know about your PHI, how it is used, and to have a say in how it is disclosed. So, this notice will next detail uses and disclosures of PHI.

Uses and disclosures of PHI with your consent: After you have read this NPP, you will be asked to sign a separate consent form to allow us to use and share your PHI for certain purposes. In almost all cases I intend to use your PHI here or share your PHI with other people or organizations to provide treatment to you, to arrange for payment for our services, and some other business functions called health care operations. Together these routine purposes are called TPO, and the Consent Form allows us to use and disclose your PHI for TPO. TPO is detailed next. For treatment, payment, or health care operations: I need information about you and your concerns to provide services to you. You have to agree to let us collect the information and to use it and share it to provide appropriate care. This is why you must sign the Consent Form before I begin to treat you, because if you do not consent, I am not permitted to treat you. Generally, I may use or disclose this PHI for three purposes: treatment, obtaining payment, and what are called healthcare operations.

For treatment: I use your healthcare information to provide you with psychological treatment. These might include individual, family, or group therapy, psychological, educational, or vocational testing, treatment planning, or measuring the benefits of our services. I may disclose your PHI to others who provide treatment to you. For example, this could be your personal physician. I may refer you to other professionals or consultants for services I cannot provide. I will get back their findings and opinions, and those will be referenced in your records here. If you receive treatment in the future from other professional, I can also share your PHI with them. These are some examples so that you can see how I use and disclose your PHI for treatment.

For payment: I may use your information to bill you, your insurance, or others so I can be paid for the services I provide to you. I may contact your insurance company to check on exactly what your insurance covers. I may have to tell them about your diagnoses, what treatment you have received, and the charges I expect in your situation. I will need to tell them about when I met, your progress, and other similar things.

For health care operations: There are a few other ways I may use or disclose your PHI for what are called health care operations. For example, I may use your PHI to see where I can make improvements in the services I provide. I may be required to supply some information to some government health agencies so that they can study certain problems and treatment and make plans for services that are needed. If I do, your name and personal information will be removed from what I send. Other uses in healthcare: I may use or disclose medical information to reschedule or remind you of appointment for treatment or other care. You can ask us to call or write to



you only at your home or your work or some other way to reach you. I may use or disclose your PHI to tell you about or recommend possible treatment alternatives, health-related benefits, or services that may be of interest to you. If I do research, if I publish research results, or if I write about cases for publication I may disclose your PHI, but your name, address, and other personal information will be removed in such cases. There are some jobs that other businesses provide for us. In the law, they are called business associates. Examples include a copy service that makes copies of health records and a billing service that figures out, prints, and mails our bills. These business associates need to receive some of your PHI to do their jobs. To protect privacy, they are contracted with us to safeguard your information.

Uses and disclosures that require your authorization: If I want to use your PHI for any purpose besides the TPO or those uses I described above, I need your permission on an Authorization Form. I do not expect to typically have a need for this. It would usually occur if you desired us to disclose PHI, for some purpose, to an organization or individual not included above.

Uses and disclosure of PHI that do not require either a Consent or Authorization Form: The law allows or requires us to use and disclose some of your PHI without your consent or authorization in some cases. Here are examples of when I might have to share your information.

When required by law: There are some federal, state, or local laws that require us to disclose PHI:

- I have to report suspected child abuse;
- If you are involved in a lawsuit or legal proceeding and I receive a subpoena, discovery request, or other lawful process, I may have to release some of your PHI. I will only do so after trying to tell you about the request, consulting your lawyer, or trying to get a court order to protect the information they requested. In this way, I would attempt to assert your privacy rights;
- I have to disclose some information to the government agencies that check on us to see that I am obeying the privacy laws.
- For law enforcement purposes: I may release medical information if asked to do so by a law enforcement official to investigate a crime or criminal.
- For public health activities: I might disclose some of your PHI to agencies that investigate diseases or injuries.
- I might disclose PHI to coroners, medical examiners, or funeral directors, and to organizations relating to organ, eye, or tissue donations or transplants.
- For specific government functions: I may disclose PHI of military personnel and veterans to government benefit programs relating to eligibility and enrollment. I may disclose your PHI to Workers Compensation and Disability programs, to correctional facilities if you are an inmate, and for national security reasons.
- To prevent a serious threat to health or safety: If I come to believe that there is a serious threat to your health or safety or that of another person or the public I can disclose some of your PHI. I will only do this to persons who may be able to prevent the danger.

Uses and disclosures where you have an opportunity to object:

- I can share some information about you with your family or close others. I will only share information with those involved in your care and anyone else you choose such as close friends or clergy. I will ask you about whom you want us to tell what information about your concerns or treatment. You can tell us what you want and I will honor your wishes as long as it is not against the law.
- If it is an emergency – so that I cannot ask if you disagree – I can share information if I believe that it is what you would have wanted and if I believe it will help you if I do share it. If I do share information in an emergency, I will tell you as soon as I can. If you do not approve, I will stop as long as it is not against the law.

An accounting of disclosures: When I disclose your PHI, I may keep records of whom I sent it to, when I sent it, and what I sent. You can get an accounting (list) of many of these disclosures.

If you have questions or problems If you need more information or have questions about the privacy practices described above, please speak to Dr. Christopher S. Rigling, as the Privacy Officer, using contact information on the letterhead on the first page. If you have a problem with how your PHI has been handled or if you believe your privacy rights have been violated, contact the Privacy Officer. You have the right to file a complaint with us and with the Secretary of the federal Department of Health and Human Services. I promise that will not in any way limit your care here or take any actions against you if you complain.